DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT
One Judiciary Square
441 4th Street NW
Washington, DC 20001

Appeal by: **West End DC Community Association** **of:** **The Zoning Administrator's Decision to Issue Building Permit No. B2401624**	BZA Case No.: 21221 Virtual Public Hearing: January 29, 2025

DEPARTMENT OF BUILDINGS' MOTION TO DISMISS / PRE-HEARING STATEMENT

In this appeal, an anonymous group styled as the West End DC Community Association ("WEDCCA") challenges the Zoning Administrator's ("ZA") decision to issue Building Permit No. B2401624 ("Permit") to the Department of General Services ("DGS") for construction at 1129 New Hampshire Ave NW (the "Aston" or "Property"). DOB moves the Board of Zoning Adjustment ("Board") to dismiss this appeal. The Board lacks jurisdiction because WEDCCA failed to prove it has standing to pursue the appeal. WEDCCA never identified how it has standing. Instead, WEDCCA's purported standing rests on the standing of its members, but it failed to allege even minimally how any of its anonymous members would be injured by the ZA's decision. Additionally, it has never disclosed who those members are—preventing the Board from undertaking its independent obligation to ensure that standing exists. And it is too late for WEDCCA to try to cure these fatal defects to the appeal.

Finally, the ZA's decision was correct on the merits: the Property is not subject to any Planned Unit Development ("PUD") that would require approvals by the Zoning Commission, and DGS's proposed use for the Aston constitutes a matter-of-right "apartment house," not an

"emergency shelter" that would require a special exception. The Board should dismiss WEDCCA's appeal.

ARGUMENT

I. The Board Lacks Jurisdiction and Should Dismiss the Appeal.

WEDCCA must prove that it has standing to file the appeal. *UMC Dev., LLC v. District of Columbia*, 120 A.3d 37, 43 (D.C. 2015). A "defect of standing is … a defect in subject matter jurisdiction." *Id.* If subject matter jurisdiction is lacking, then the action must be dismissed. *See Grayson v. AT & T Corp.*, 15 A.3d 219, 247 (D.C. 2011) (en banc).

To establish standing, a litigant must show (1) she suffered an injury in fact, (2) the injury is fairly "traceable to the defendant's action," and (3) the injury will likely be "redressed" by a favorable decision. *UMC Dev., LLC*, 120 A.3d at 42. An injury in fact must be "concrete and particularized," meaning that it must be real and not abstract, and must affect the litigant in a personal and individual way. *Vining v. Executive Bd. of D.C. Health Benefit Exchange Auth.*, 174 A.3d 272, 278 n. 26 (D.C. 2017). In the zoning context, mere proximity to a project alone does not rise to the level of a "concrete and particularized injury" sufficient to confer standing. *York Apts. Tenants Ass'n v. D.C. Zoning Comm'n*, 856 A.2d 1079, 1085 (D.C. 2004).

An organization may have associational standing to sue on behalf of its members "when: (a) its members would otherwise have standing to sue in their own right; (b) the interests it seeks to protect are germane to the organization's purpose; and (c) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit." *Friends of Tilden Park, Inc. v. District of Columbia*, 806 A.2d 1201, 1207 (D.C. 2002). Or it may have organizational standing to sue on its own behalf for the injuries it has sustained. *Id.* In doing so, however, organizations must satisfy the usual "constitutional requirements and prudential prerequisites of

traditional standing analysis" described above. *Fraternal Order of Police Metro. Police Dep't Lab. Comm. v. District of Columbia*, 290 A.3d 29, 37 (D.C. 2023).

A. WEDCCA lacks associational standing because it failed to identify a single member who would have standing to sue in their own right.

Because an organization's associational standing to sue on behalf of its members rests on whether at least one member would otherwise have standing to sue in their own right, WEDCCA must, at the very least, "identify [a] member[] who [has] suffered the requisite harm." *Summers v. Earth Island Inst.*, 555 U.S. 488, 499 (2009). WEDCCA failed to do so.

At the outset of the appeal, the Board's rules required WEDCCA to provide "[a] statement as to how the appellant has standing to bring the appeal, specifically with regard to the administrative decision being appealed" and "the statement shall explain how the appellant is aggrieved." 11-Y DCMR § 302.12(f)(2). Here, WEDCCA states only that it "is a not-for-profit civic association that is comprised of, controlled by, and represents the interests of individual owners and occupants of properties in the immediate vicinity of the Property at issue in this Appeal."[1] Yet as the D.C. Court of Appeals explained in *York Apartments*, "close proximity to the [subject] property alone does not make every use, or change in use, of the subject property injurious to" an organization's members. 856 A.2d at 1085; *see also Prairie Rivers Network v. Dynegy Midwest Generation, LLC*, 2 F.4th 1002, 1009–10 (7th Cir. 2021) (dismissing appeal for lack of associational standing where organization alleged members "live near, study, work, and recreate in and around" the vicinity of the project site because complaint failed to specify "how exactly the alleged [toxic] discharges will harm them individually.") There must be something more to count as injury.

[1] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #5, p.2–3.

To be sure, WEDCCA identified a witness that plans to testify about "Appellant's standing to bring this Appeal and the detrimental impact that the District's intended use of the Property will have on the surrounding neighborhood as a whole and specifically on the properties in the immediate vicinity of the Property, many of which are owned and/or occupied by Appellant's members and contributors."[2] But this is too little too late, for two important reasons.

First, that kind of "hide the ball" tactic violates the Board's rules. WEDCCA is required to provide that information upfront. 11-Y DCMR § 302.12(f)(2). And the rules specify that any supplemental information must be filed "[n]o later than twenty-one (21) days before the date of the public hearing on the zoning appeal." *Id.* § 302.16. In this case, that means any supplemental information in support of the appeal needed to be filed by January 8, 2025. WEDCCA failed to do so.

Second, WEDCCA's tactic severally prejudices DOB, DGS, and the ANCs[3] (both of whom support the ZA's decision to issue the Permit), leaving them completely in the dark as to what harm WEDCCA will allege for the first time *on the day of the public hearing*. WEDCCA should not be allowed to ignore the Board's rules and turn the appeal into a game of blind man's bluff.

Worse still, WEDCCA also fails to identify with particularity which members may be affected by the unspecified "detrimental impact[s]." The United States Supreme Court has clarified that in order to show that an organization's members would have standing, an organization must "make specific allegations establishing that at least one *identified member* had suffered or would suffer harm." *Summers*, 555 U.S. at 498 (emphasis added). In so ruling, the Supreme Court specifically rejected an argument that "organizations' self-descriptions of their membership"

[2] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #5, p.5.
[3] ANC 2B has filed for intervenor status. *See* BZA Appeal No. 21221 *of West End DC Community Association*, Exhibits #29–31. The Board has not ruled on ANC 2B's application.

would suffice. *Id.* at 499. WEDCCA's failure to name the member(s) from whom it claims to derive its standing is fatal and prejudices DOB, DGS, and the ANCs' ability to challenge that member's standing. *See, e.g.*, *Prairie Rivers Network*, 2 F.4th at 1009–10 (failure to follow the "name a specific individual requirement" articulated in *Summers* would seem to doom the organization's standing claim); *Draper v. Healey*, 827 F.3d 1, 3 (1st Cir. 2016) (dismissing case because organization failed to name at least one of its members); *Southern Walk at Broadlands Homeowner's Ass'n, Inc. v. OpenBand at Broadlands, LLC*, 713 F.3d 175, 1184–85 (4th Cir. 2013) (same). And it is too late to try to cure that defect. 11-Y DCMR § 302.16.

If the Board were to permit this kind of gamesmanship, contrary to the Board's very rules and its constitutional obligation to assure itself at the outset of an appeal that it has jurisdiction, it would create a tremendous burden on the Board and the parties that appear before it. If an Appellant can spring the jurisdictional basis for the appeal on the Appellee for the first time at the public hearing, then the hearing *must* be continued to give the Appellee a chance to evaluate the basis and to gather evidence and argument to rebut. That causes an unnecessary strain on everybody's time—and would be completely unnecessary if the Appellant followed 11-Y DCMR §§ 302.12(f)(2) and 302.16's directives in the first instance.

B. WEDCCA lacks organizational standing because it failed to identify any injury it experienced by the ZA's decision to issue the Permit.

"[A]n organization's mere interest in a problem or its opposition to an unlawful practice is not sufficient …, nor is a simple setback to an organization's abstract social interests" to establish organizational standing. Besides a bare declaration that "*Appellant* and its individual members and contributors are 'person[s] aggrieved'" by the decision to issue the Permit,[4] WEDCCA advances no argument for how WEDCCA—as an organization—is aggrieved.

[4] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #5, p.2 (emphasis added).

Because WEDCCA lacks both associational and organizational standing to bring the appeal, the Board should dismiss the appeal for lack of jurisdiction.

II. The Zoning Administrator's Decision to Issue the Permit Was Correct on the Merits.

The Zoning Administrator did not err by issuing the Permit. Contrary to WEDCCA's claims, the Property is not subject to any PUD that would require Zoning Commission approvals. And DGS's proposed use of the Aston constitutes a matter-of-right "apartment house" use, not an "emergency shelter" that would require a special exception.

A. The Property is not subject to a PUD.

WEDCCA argues that the Property is subject to the George Washington University ("GWU") planned unit development ("GWU PUD") first approved in 2007. As a result, WEDCCA claims the Permit could not be issued without requiring DGS to obtain the Zoning Commission's approval.[5] That is wrong.

The Zoning Regulations "prohibit[] any construction on the PUD site that is not authorized in the order approving the PUD, including development under matter-of-right standards, until: (a) The validity of the PUD order expires; or (b) the Zoning Commission issues an order granting the applicant's motion to extinguish the PUD." 11-X DCMR § 310.2. But the Property is not part of the GWU PUD.[6] The Property is located at Square 72, Lot 7, which is not within the GWU PUD.[7]

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[5] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.24–25.

[6] The prior Zoning Administrator's August 16, 2023 zoning compliance letter incorrectly stated that the Property was subject to PUD #06-12Q. This regrettable error is likely the cause of much of WEDCCA's confusion about the inapplicability of the PUD to the Property. The prior ZA likely generated that letter after consulting the DCOZ Map, which incorrectly states the Property is part of the PUD. But these map errors are not uncommon. *See, e.g.*, BZA Appeal No. 21107 *of DeLorean 88, LLC*, Transcript of November 6, 2024 Public Hearing, p. 7–11 (observing map errors are "very, very common" and denying appeal).

[7] ZC Case No. 06-12 of *Application of GWU – Foggy Bottom Campus* (2007), Zoning Commission Order No. 06-11/06-12, p.12 (listing the affected properties by square and lot number). The GWU PUD encompasses only: Square 39, Lot 803; Square 40, Lot 36; Square 41, Lot 40; Square 42, Lots 54 and 55; Square 43, Lot 26; Square 54, Lot 30; Square 55, Lots 28, 854, and 855; Square 56, Lots 30 and 31; Square 57, Lots 55 and 56; Square 58, Lots 1, 5, 6, and 800-803; Square 75, Lots 23, 33, 34, 41, 42, 46, 47, 858, 861, 863, 864, and 2097; Square 77, Lots 5, 51, 59, 60, 845, 846, and 864; Square 79, Lots 63-65, 808, 853, 854, 861, and 862; Square 80, Lots 2, 26-29, 42-47, 50-52, 54, 55, 800, 811, 820, 822-825, and 828; Square 81, Lot 846; Square 101, Lots 58, 60, 62, and 879; Square 102, Lot 46;

When GWU owned the Property, PUD 06-12Q "temporarily modif[ed]" the GWU PUD to allow GWU to rearrange housing assignments for some of its student population while other dormitory buildings underwent renovations.[8] The PUD order allowed that GWU could house students at the Property for a period of no more than 24 months during the renovation, at which time the modification would automatically expire.[9] WEDCCA concedes the Property has not been used as student housing since at least June 2022.[10] And the prior Zoning Administrator confirmed in an August 8, 2022 letter to the Zoning Commission that the limited-period PUD 06-12Q was effective expired,[11] which the Zoning Commission acknowledged during its September 8, 2022 public meeting.[12] The Property is therefore not subject to the GWU PUD, and DGS was not required to seek approval from the Zoning Commission for work under the Permit because PUD 06-12Q has long since expired and no longer restricts matter-of-right development of the Property.

B. DGS's proposed use of the Aston constitutes an "apartment house" permitted as a matter-of-right, and a special exception to operate an "emergency shelter" was not required.

Under the Permit, DGS proposes an apartment house with 123 apartments at the Aston for the benefit of clients "who are homeless or at risk of homelessness."[13] An apartment house use is permitted as a matter-of-right in the RA-5 zone. 11-U DCMR § 401.1(d)(1).

The Zoning Regulations define the terms "apartment" and "apartment house" as follows:

> Apartment: One (1) or more habitable rooms with kitchen and bathroom facilities exclusively for the use of and under the control of the occupants of those rooms. Control of the apartment may be by rental agreement or ownership.

Square 103, Lots 1, 13, 14, 27, 28, 33-35, 40-42, 809, 812-814, 816, 819, and 820; Square 121, Lot 819; and Square 122, Lots 29, 824, and 825.

[8] ZC Case No. 06-12Q of *The George Washington University* (2019), Zoning Commission Order No. 06-11Q/06-12Q, p.8.

[9] *See generally* ZC Case No. 06-12Q of *The George Washington University* (2019), Zoning Commission Order No. 06-11Q/06-12Q, p.9–12.

[10] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.3.

[11] *See* BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #10A, p.26–43.

[12] ZC Case No. 06-12Q of *The George Washington University*, Transcript of September 8, 2022 Public Meeting, p.57.

[13] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #2; Exhibit #6, p.5.

> Apartment House: Any building or part of a building in which there are three (3) or more apartments, providing accommodation on a monthly or longer basis.

11-B DCMR § 100.2. According to these definitions, four elements are key: (1) the unit must provide kitchen and bathroom facilities; (2) the unit must be under the exclusive use and control of the occupants; (3) there must be at least three apartments in the building; and (4) the occupants must reside in the units on a monthly or longer basis.

WEDCCA does not dispute that the first, third, and fourth elements were met.[14] But it argues the units will not be under the exclusive use and control of the occupants because the Aston's residents will not be able to exclude the District from entering the units[15] and DGS will not make them sign a "rental agreement."[16] That line of argument is wrong.

The Board's ruling in BZA Appeal No. 18151 of *Van Ness South Tenants' Association* (2011) is instructive, where the Board rejected many of the precise arguments WEDCCA makes here.[17] In that case, an appellant association alleged the ZA erred when he issued a permit for an "apartment house" use for 21 units to be leased to the University of the District of Columbia ("UDC"). The Board held "[w]hether or not the units would be in the exclusive control of the occupants was not something that would be revealed in the application process, and DCRA was not obligated to investigate whether that element was met." The Board then explained what "exclusive use and control" meant and held that the element had been satisfied. It reasoned that the 21 units were under the exclusive control of the occupants of each unit because "the occupants control the locks to their individual units, and are thereby able to exclude other residents from their

[14] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.6 ("[T]he minimum length of stay at the Aston will be one month and the average length of stay will be 3–5 months.").
[15] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.17.
[16] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.16.
[17] BZA Appeal No. 18151 *of Van Ness South Tenants' Association* (2011), Decision and Order.

units." It also specifically rejected the argument that the occupants lacked exclusive use and control over the apartments due to restrictions in the "UDC Occupancy Agreement," such as needing to vacate the unit during school breaks, not having the roommate of their choice, not having unfettered rights to an overnight guest, or being required to move to another unit.

Here, the Aston's residents will have precisely the type of exclusive use and control of their apartments described in BZA Appeal No. 18151. Under the Program Rules that the Aston's residents will be required to sign,[18] each resident will be given a key to their apartment and can exclude other residents that do not reside in the apartment.[19]

Similarly, BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium* is also instructive. In that case, the Board was called upon to decide whether a building intended to be occupied by individuals that were experiencing homelessness qualified as an apartment house. The opponents, like WEDCCA, claimed the true use was an emergency shelter. The appellant opposing the permit had argued that BZA Appeal No. 18151 was distinguishable because the definition of "apartment house" had been modified in 2016 to add "[c]ontrol of the apartment may be by rental agreement or ownership."[20] The appellant maintained that because of the change, keys and locks were no longer good enough; only the "legal responsibility of the property, as evidenced by either ownership or a leasehold" could suffice to make an "apartment house."[21] In other words, precisely the argument WEDCCA advances here.

[18] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.7.
[19] *See* BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #10A, p.10. Pursuant to statute, the Aston's residents will be responsible for "maintain[ing] clean sleeping and living areas, including bathroom and cooking areas" and "one's own personal property." D.C. Official Code §§ 4-754.13(a)(8), (9).
[20] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #33, p.9.
[21] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #33, p.10.

The Board ultimately voted unanimously to reject those same arguments that WEDCCA now seeks to advance.[22] In that appeal, both the permit holder (DGS) and the ZA opposed that argument with a raft of persuasive responses.[23] They argued that the added language of "may" to the definition of "apartment" is permissive, not mandatory.[24] *See Stockard v. Moss*, 706 A.2d 561, 566 (D.C. 1997). Thus, on the definition's face there would be no *requirement* that the residents sign a rental agreement. So "control" *may* be established by a rental agreement or ownership, but those are not the exclusive means of demonstrating control.[25] And even if a "rental agreement" were required, that requirement was met because the residents would be required to execute a written document, like the Program Rules, granting the exclusive right to occupy the unit and setting other additional terms of occupancy.[26] But more importantly, because zoning regulations control use, not ownership of a property, the Zoning Regulations cannot *require* a specific type of leasehold or ownership.[27] *Cf. Nat'l Black Child Dev. Inst., Inc. v. D.C. Bd. of Zoning Adjustment*, 483 A.2d 687, 691 (D.C. 1984) (conditions must run with the land because personal conditions regulate the business conduct of the owner rather than the use of the property).

For substantially the same reasoning, the Board must reject WEDCCA's argument that a residential use *requires* a tenancy that entitles the resident to "exclusive legal possession" of the unit.[28] Context matters when interpreting statutes and regulations. *In re Macklin*, 286 A.3d 547,

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[22] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Transcript of May 6, 2020 Public Meeting, p.47.
[23] WEDCCA seems to suggest that because the Board has not yet issued a written final order, BZA Appeal No. 20183 is meaningless. *See* BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #17, p.5. While it may be true that no final order has been issued yet, that appeal certainly has persuasive value because the Board voted unanimously to reject an appeal raising the precise arguments WEDCCA raises here. *See* BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Transcript of May 6, 2020 Public Meeting, p.39 ("[T]he Zoning Administrator correctly identified this as an apartment house because the apartment was one or more habitable rooms with kitchen/bathroom facility exclusively for the use of, and under the control of, the occupants of those rooms.").
[24] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #38, p.8.
[25] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #38, p.8.
[26] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #63, p.8 (10).
[27] BZA Appeal No. 20183 *of The Residences of Columbia Heights, a Condominium*, Exhibit #38, p.8.
[28] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.18–19.

553 (D.C. 2022) ("We consider not only the bare meaning of the word but also its placement and purpose in the statutory scheme. Statutory interpretation is a holistic endeavor.") (internal quotation marks omitted). It is a well-established principle that "zoning deals basically with land use and not with the person who owns or occupies it."[29] Against this backdrop, the Board should decline WEDCCA's invitation to adopt an interpretation of the Zoning Regulations that contradicts a core zoning principle.

Not only do the Board's case law and zoning's broader context cut against WEDCCA's arguments, but so too does the Zoning Regulations' text. "A word may be known by the company it keeps," *Samantar v. Yousuf*, 560 U.S. 305, 317 (2010), and some of the very examples the Zoning Regulations give for "residential" uses include types of uses where the occupants *do not* have exclusive legal possession of the units through leases. *See, e.g.*, 11-B DCMR § 200.2(aa)(3) (listing substance abusers' home, youth residential care facility, and dormitories). In the case of substance abusers' homes, for example, the residents' tenancy and their rights and responsibilities are governed not by a lease but by a list of program policies and client rights—like the Program Rules used at the Aston. *Compare* 22-A DCMR §§ 6313, 6320.1 *with* D.C. Official Code §§ 4-754.32(a), 4-754.11(a).

Finally, the Aston's proposed use cannot be considered an "emergency shelter" because its residents will live in the apartments longer than 30 days, which is uncontested by WEDCCA.[30] The Zoning Regulations define an emergency shelter as:

> Emergency Shelter: A facility providing *temporary housing* for one (1) or more individuals who are otherwise homeless as that arrangement is defined in the Homeless Services Reform Act of 2005, effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code §§ 4-751.01 *et seq.*); an emergency shelter use may also

[29] *See BZA* Appeal No. 21049 *of Gernot Brodnig and Alison Schafer* (2024), Order Denying Appeal, p.5
[30] BZA Appeal No. 21221 *of West End DC Community Association*, Exhibit #6, p.6 ("[T]he minimum length of stay at the Aston will be one month and the average length of stay will be 3–5 months.").

> provide ancillary services such as counseling, vocational training, or similar social and career assistance.

11-B DCMR § 100.2 (emphasis added).

The term "temporary housing" is not defined in the Zoning Regulations. But the term is in the definition of "lodging," which helps determine its meaning. *See Ruffin v. United States*, 76 A.3d 845, 854 (D.C. 2013) (explaining that identical words used in different parts of the same law are presumed to have the same meaning):

> Lodging: A use providing customers with *temporary housing* for an agreed upon term of less than *thirty (30) consecutive days*; any use where temporary housing is offered to the public for compensation; and is open to transient rather than permanent guests.

11-B DCMR § 200.2(s) (emphasis added). Therefore, under the Zoning Regulations, "temporary housing" generally means a term of less than 30 days.[31]

Since the residents intend to occupy the units for at least a month, the units are not "temporary housing." Because they are not "temporary housing," they cannot meet the definition of "emergency shelter." And because the apartment house is a matter-of-right apartment house, not an emergency shelter, no special exception was required. *See* 11-U DCMR § 401(d)(1) (permitting apartment houses in the RA-5 zone matter-of-right).

CONCLUSION

The Board should dismiss WEDCCA's appeal because it failed to establish that it had standing—whether associational or organizational—to file the appeal. WEDCCA never identified any harm the ZA's decision to issue the Permit caused to it or its members. Nor has WEDCCA disclosed which member or members it claims to derive standing from. Because WEDCCA failed

[31] Webster's Unabridged Dictionary defines "temporary" as "lasting for a time only." A line must be drawn to separate the "temporary" from the "permanent." Thirty days or one month provides a natural line and harmonizes with other provisions of the Zoning Regulations. For example, "residential" uses—which do not include lodgings—are established at the 30-day mark.

to articulate its basis for standing at the time the Board's rules required it to do so, the appeal should be dismissed. On the merits, WEDCCA's arguments are wrong. The ZA correctly determined that the Property is not subject to a PUD, and that DGS's proposed use of the property constitutes a matter-of-right apartment house.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on January 22, 2025 a copy of the foregoing was sent via electronic mail to:

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